beneficiary of the policies, sued the defendant for the proceeds. *Held,* that she could recover, as the assignment did not of itself change the beneficiary. *Anderson v. Broad Street National Bank* (1918, N. J. Eq.) 105 Atl. 599.

It seems clear that an assignment of a policy transfers the powers and rights thereunder and vests them in the assignee. See (1918) 27 YALE LAW JOURNAL, 1083. But the principal case is sound in holding an assignment not to be of itself an exercise of the power to change the beneficiary. For a distinction between the various powers of the holder of a policy, see (1919) 28 *ibid.,* 603.

STATE LIABILITY TO SUIT—INJUNCTION AGAINST TORT—STATE WILL NOT BE ENJOINED FROM BOMBING PRACTICE IN AVIATION SCHOOL.—The owner of a farm in Germany sought to enjoin the Government from practicing bomb dropping in a neighboring aviation school, which practice he claimed endangered his workmen and interfered seriously with his use of the farm. *Held,* that the injunction could not be granted. *Oberlandesgericht Koenigsberg,* Sept. 20, 1917, printed in (1918) 45 Clunet, 1294.

The court concluded that bombing was an exercise of the sovereign military power and that the farm might be considered as requisitioned for military purposes during the bombing practice. If the farmer was injured the court said he might bring an action against the state for damages. In the United States, neither an injunction nor damages could probably be obtained in a similar case, because the injury, if any, arises out of tort. The line of division between the appropriation of private property for the public use and the uncompensated injury by the state to which all private property is subject, is not clear and will doubtless continue to be worked out empirically. See *Langford v. United States* (1879) 101 U. S. 341; *United States v. Great Falls Mfg. Co.* (1884) 112 U. S. 645, 5 Sup. Ct. 306; *United States v. Lynah* (1903) 188 U. S. 445, 23 Sup. Ct. 349.

TORTS—MENTAL SUFFERING—DELAY IN TRANSPORTING DEAD BODY.—Owing to the negligence of the defendant, the body of the plaintiff's deceased father was not placed on a certain train. As a result, it was necessary to postpone the funeral four hours, which postponement caused the plaintiff to suffer a severe mental and nervous shock from which she did not recover for several days. *Held,* that there could be no recovery, as there was no physical tort resulting in injury to person or purse. *McNeal v. Seaboard Air Line Ry.* (1919, Ga.) 98 S. E. 409.

For a discussion of the right to recover for mental suffering where there is no "physical invasion" of the plaintiff's rights, see (1919) 28 YALE LAW JOURNAL, 508. On mental suffering generally, see RECENT CASE NOTES, p. 707, *supra.*

TRUSTS—EXPECTANCY—SUBJECT OF EXECUTION.—Realty was conveyed to a trustee who, upon the death of the grantor, was to convey to the heirs of the grantor. The trustee was empowered, if he so desired, to reconvey to the grantor at any time, and terminate the trust. While the grantor was alive, his daughter conveyed her interest under this trust to her husband. The plaintiffs, judgment creditors of the husband, sought to subject the interest to their lien. *Held,* that the interest of the husband was a mere expectancy and not subject to execution. *Doctor v. Hughes* (1919, N. Y.) 122 N. E. 221.

The court reasoned that the direction to convey to the settlor's heirs was equivalent to the reservation of a reversion, not to the creation of a remainder; they would take, if at all, by descent and not by purchase; and their interest was subject to be barred by deed or will. They thus had, during the settlor's life, a

mere expectancy. But the court intimates that the ancient common-law rule may have been changed from one of property to one of construction, so that unmistakable words might have created a remainder in the settlor's own heirs.

UNFAIR BUSINESS—RESTRICTION ON RESALE PRICE—REFUSING TO SELL TO CUSTOMERS WHO CUT PRICES.—To an order by the Federal Trade Commission, requiring a company to cease indicating to dealers minimum resale prices and to cease refusing to sell to dealers who refuse to maintain such prices, the company agreed. Federal Trade Commission Bulletin, April 22, 1919, *in re Auto Strop Razor Co.*

A similar order was issued to another company which apparently has not agreed. Federal Trade Commission Bulletin, April 22, 1919, *in re Clayton F. Summy Co.*

Under the interpretation put by the courts on the Sherman and Clayton Acts, refusal to sell to dealers who cut the desired or agreed retail price, gives no right of action to the dealer concerned. See (1919) 28 YALE LAW JOURNAL, 505. This raises an interesting question as to the enforceability of the Trade Commission's order. That the practice itself is, at least in some cases, recognized by the offender itself as undesirable is indicated by the very general agreement by the parties concerned to these and other orders of the Commission.

WAR POWERS—FEDERAL CONTROL OF RAILROADS—JURISDICTION OF STATE COURTS.— The plaintiff sued the principal defendant, a foreign railroad corporation, for damages to a shipment of cattle delivered to it in October, 1917, and summoned the Mobile & Ohio Railroad as garnishee. The latter set up that the process served upon it was void and the court without jurisdiction because the railroad systems of both corporations had been taken under federal control pursuant to the Presidential Proclamation of December 26, 1917, and the Act of Congress of March 21, 1918. The trial court adopting this view, discharged the garnishee. *Held,* that the State court had jurisdiction and that the dismissal of the garnishee was erroneous. *L. N. Dantzler Lumber Co. v. Texas & Pacific Ry.* (1919, Miss.) 80 So. 770.

The court construed the Act of Congress as not intended "to suspend the collection of debts" or to grant carriers "immunity from judgments." Whether an execution could issue after judgment the court expressly declined to decide. But it is to be presumed, the opinion states, that the Director-General of Railroads would permit such a judgment to be paid. The construction of the statute seems sound. A distinction may well be taken between such a suit as this and a proceeding to compel a carrier to construct connecting tracks, as in *Commercial Club of Mitchell v. Chicago, Milwaukee & St. P. Ry.* (1918, S. Dak.) 170 N. W. 149.

WATER-RIGHTS—MILL PRIVILEGES—OWNERSHIP OF SOIL—PRIVILEGE OF FISHING.—The fee of land with a millpond thereon was conveyed to the defendant, who was to hold subject to "mill privileges." The same grantor conveyed to the plaintiff the privilege to use the water for the maintenance and operation of his mill. The defendant prevented the plaintiff from fishing in the millpond. The plaintiff brought a bill to enjoin this interference. *Held,* that relief must be denied, as the grant to the defendant carried with it all privileges except the mill privileges. *Thompson v. Tennyson* (1919, Ga.) 98 S. E. 353.

By the grant of the fee simple the defendant secured all the essentials of full ownership—an almost complete aggregate of rights, privileges, powers, immunities, etc., relating to the land and the millpond. The plaintiff, on the